

FILED

2008 JAN -3 PM 3:40

CLERK US DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

BY YNH DEPUTY

JAMES W. ALCANTARA - State Bar No.: 152747
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Attorneys for Plaintiff Gregory A. Strasburg,
Individually and as Trustee of the Gregory A. Strasburg Revocable Trust dated 4/8/2003

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

GREGORY A. STRASBURG, Individually
and as Trustee of the GREGORY A.
STRASBURG REVOCABLE TRUST dated
4/8/2003

Plaintiff,

v.

M/Y JUST A NOTION, Official Number
1089525, her engines, tackle, furniture and
appurtenances, *in rem*; PETER BLAIR, *in*
personam; JIM SINGLETON, *in personam*;
and THE YACHT CLUB, LLC., a Nevada
Corporation

Defendants.

CASE NO.

'08 CV 0021 JLS BLM

IN ADMIRALTY

COMPLAINT FOR VESSEL ARREST
AND DAMAGES

Federal Rules of Civil Procedure
Supplemental Rules for Certain
Admiralty and Maritime Claims,
Rules C and D

COMES NOW Plaintiff Gregory A. Strasburg, Individually and as Trustee of the Gregory
A. Strasburg Revocable Trust dated 4/8/2003 ("Plaintiff") and alleges:

JURISDICTION

1. This is a case of Admiralty and Maritime Jurisdiction as hereinafter more fully appears,
and is an admiralty or maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil
Procedure and Rule "D" of the Supplemental Rules for Certain Admiralty and Maritime Claims,
and jurisdiction is based on 28 U.S.C. section 1333(1), and as to state based claims on
supplemental jurisdiction under 28 U.S.C. section 1367(a). Plaintiff brings this action, individually
and as Trustee, in his capacity and as the owner of the *M/Y JUST A NOTION*.

-1-

Case Number: _____

IN ADMIRALTY - COMPLAINT FOR VESSEL ARREST AND DAMAGES

Alcantara & Associates, APC
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Emerald Plaza Building
San Diego, California 92101
(619) 233-5900 Fax: (619) 233-5999

ORIGINAL

1 **PARTIES**

2 2. Plaintiff is an individual and a Revocable Trust lawfully formed and in full force and effect
3 at all relevant times. At all relevant times, Plaintiff has been the lawful registered Owner of the
4 vessel which is the subject matter of this action and which is described below.

5 3. Defendant vessel, *M/Y JUST A NOTION* (the "Vessel"), is a 1999 self-propelled 70-foot
6 motor yacht of fiberglass construction, federally documented by the U.S. Department of Homeland
7 Security through the U.S. Coast Guard Official Number 1089525; she is now within the waters of
8 the Southern District of California and within the jurisdiction of this Court.

9 4. Defendant Peter Blair is an individual who, upon information and belief, is a resident of
10 California, County of San Diego.

11 5. Defendant The Yacht Club, LLC, based on information and belief, is a foreign (Nevada)
12 corporation created at the direction of Peter Blair and is subject to Corporations Code Section
13 21151 with its principal place of business (the location of the Vessel) in San Diego County,
14 California.

15 6. Defendant Jim Singleton is, based upon information and belief, an individual residing in
16 San Diego, California.

17 **ALLEGATIONS COMMON TO ALL COUNTS**

18 9. Prior to February 2007, Defendant Peter Blair approached Plaintiff with the proposition of
19 having ownership of the Vessel transferred to Defendant The Yacht Club, LLC. The purpose of the
20 transfer was, among other things, purportedly to enable the Vessel to be made available to be
21 marketed and refurbished for multiple charters pursuant to fractional ownership agreements. In or
22 around February 2007, a Bill of Sale and other related documents were executed by Plaintiff in
23 reliance upon specific representations made by Peter Blair more specifically set forth below.
24 Despite the Bill of Sale and related documents, legal Title to the Vessel was never legally
25 transferred because of a transfer prohibition contained in the purchase loan documentation between
26 Plaintiff and the original Vessel purchase loan provider. Thus, title to the Vessel has never legally
27 transferred to The Yacht Club, LLC, or any other entity or individual.

28 ///

10. After execution of the purported Bill of Sale and related documents, Defendant Peter Blair took possession of the Vessel and presently has her berthed at Kona Kai Marina in San Diego, California. As part of the agreement with Plaintiff, Peter Blair agreed to (among other things) undertake marketing of the vessel so as to sell fractional ownerships pursuant to his representations prior to execution of the Bill of Sale and related documents. In fact, Plaintiff believes no such marketing was undertaken as promised. Recently, Defendant Peter Blair has made claims he is an owner of the Vessel.

11. Defendant Jim Singleton allegedly loaned money to and/or purchased shares of The Yacht Club, LLC. The amount of money purportedly provided by Defendant Singleton is unknown. Defendant Jim Singleton also claims he is now an "owner" of the Vessel.

12. As set forth more fully below, Plaintiff alleges Defendant Peter Blair fraudulently induced him to enter into the agreement to transfer title of the vessel to Defendant The Yacht Club, Inc. Plaintiff further alleges, Defendant Peter Blair has and continues to attempt to unlawfully take possession and ownership of the Vessel under false pretenses. As a result, this action is brought.

FIRST CLAIM – PETITORY ACTION TO ESTABLISH TITLE

(Against Defendant Vessel)

Supplemental Admiralty Rules D and E(2)

13. Plaintiff incorporates by reference each and every allegation contained in Paragraphs 1 through 12 as though fully set forth herein.

14. Plaintiff alone at all times has been the only legal holder of official title to the Vessel.

15. In or about February 2007, Plaintiff was induced into signing a Bill of Sale and other related documents which attempted to put title of the Vessel into the name of The Yacht Club, LLC. Due to restrictions contained in the purchase loan for the Vessel obtained by Plaintiff, however, title was never transferred.

16. Since taking possession of the Vessel under false pretenses, Defendant Peter Blair has represented to Plaintiff and others that he is an owner of the vessel.

17. To Plaintiff's knowledge, nothing has been done by Defendant Peter Blair to further the agreement contemplated by the Bill of Sale and the related documents. Indeed, on information and

1 belief, Defendant Peter Blair has attempted to sell the vessel outright to unknown parties without
2 the consent of Plaintiff.

3 18. Recently, Plaintiff became aware that Peter Blair and others intended to take the vessel
4 from San Diego, CA, to Mexico without the knowledge or consent of Plaintiff. On December 20,
5 2007, Plaintiff and his counsel lawfully boarded the Vessel with the intent of taking it to Marina
6 del Rey in order to prevent the Vessel from being taken to Mexico. After boarding the Vessel, it
7 was discovered the keys to the Vessel were missing. Plaintiff then called Defendant Peter Blair by
8 telephone and advised him of his intention to take the vessel to Marina del Rey and asked for the
9 keys to the Vessel. Defendant Peter Blair refused to provide the keys. Instead, Defendant Peter
10 Blair called the San Diego Harbor Police and claimed Plaintiff was "stealing" the Vessel. The San
11 Diego Harbor Police were dispatched to the Vessel and Plaintiff and his counsel were questioned.
12 During this time, Defendant Jim Singleton arrived and represented he was also an owner of the
13 Vessel.

14 19. Due to the multiple conflicting and irreconcilable representations of Defendants and
15 Plaintiff claiming ownership in the Vessel, the San Diego Harbor Police instructed the Kona Kai
16 Marina not to allow the Vessel to be moved pending civil resolution. Thus, this action has been
17 filed so that lawful title and right to possession may be determined by this Court.

18 **SECOND CLAIM – Fraud By Intentional Misrepresentation of Fact**

19 **(Against All Defendants Except *In Rem* Defendant)**

20 **[C.C. Section 1710(1)]**

21 20. Plaintiff incorporates by reference each and every allegation contained in Paragraphs 1
22 through 12 and 13 through 19 as though fully set forth herein.

23 21. Plaintiff is informed and believes and thereon alleges that, at all times herein mentioned,
24 Defendant Blair made numerous statements to Plaintiff that he would market the vessel and
25 maintain the vessel so as to sell fractional ownerships for the benefit of Plaintiff.

26 22. Defendant Blair in these communications made numerous untrue statements pertaining to
27 material facts, including but not limited to his plan to market the vessel for the benefit of Plaintiff.

28 23. All of these representations were at the time Defendant Blair made them, false.

24. The true facts were that Defendant Blair duped Plaintiff into transferring title to the Vessel to the "shell" Nevada Corporation The Yacht Club, LLC, so that Defendant Blair could then sell the Vessel with apparent authority and without the knowledge or consent of Plaintiff.

25. Plaintiff, at the time these representations were made by Defendant Blair, and at the time Plaintiff took the actions herein alleged, was ignorant of the falsity of defendant Blair's representations and believed them to be true. In reliance on these representations, Plaintiff was induced to and did invest hundreds of thousands of dollars as well as the Vessel itself which is valued in the millions. Had Plaintiff known the truth, he would not have entered into any arrangement with Defendant Blair. Plaintiff's reliance on defendant's representations was justified because Defendant represented to have extensive experience in the marketing and management of timeshare vessels.

26. As a proximate result of the fraudulent conduct of Defendant Blair as herein alleged, Plaintiff was induced to sign a Bill of Sale and other related documents purportedly transferring ownership of the Vessel to Defendant The Yacht Club, LLC. As a result, Plaintiff has been damaged in the sum yet to be determined, plus costs of suit, attorney fees, punitive and other recoverable damages.

The aforementioned conduct of Defendant Blair included but was not limited to intentional misrepresentations, deceit, and concealment of a material facts known to him with the intention on the part of Defendant Blair of depriving Plaintiff of property or legal rights or otherwise causing injury, and was despicable conduct that subjected Plaintiff to a cruel and unjust hardship in conscious disregard of Plaintiff's rights, so as to justify an award of exemplary and punitive damages, in addition damages in a sum to be determined.

THIRD CLAIM – Fraud By Negligent Misrepresentation of Fact

(Against All Defendants Except *In Rem* Defendant)

[C.C. Section 1710(2)]

27. Plaintiff incorporates by reference each and every allegation contained in Paragraphs 1 through 12, 13 through 19, and 21 through 26 as though fully set forth herein.

28. When Defendant Blair made the above referenced representations, he had no reasonable

1 ground for believing them to be true in that he subsequently failed entirely to take any steps toward
2 fulfilling the promises made to Plaintiff.

3 29. Defendant made these representations with the apparent intent to induce Plaintiff to act in
4 reliance on these representations in the manner hereinabove alleged, or with the expectation that
5 Plaintiff would so act.

6 30. As a result of such negligent misrepresentations, Plaintiff has been damaged in a sum
7 according to proof.

8 **FOURTH CLAIM – Fraud By Suppression of Material Fact**

9 **(Against All Defendant Except *In Rem* Defendant)**

10 **(C.C.P. Section 1710(3))**

11 31. Plaintiff incorporates by reference each and every allegation contained in Paragraphs 1
12 through 12, 13 through 19, 41 through 43, and 28 through 30 as though fully set forth herein.

13 32. In and before February of 2007 Defendant Blair represented that he would form a
14 corporation to purchase the defendant Vessel, and that the Vessel would be utilized as a fractional
15 ownership property for the financial benefit of, among others, the Plaintiff.

16 33. The false representations and failures to disclose information and suppressions of
17 information herein alleged to have been made by Defendant Blair were made with the intent to
18 induce Plaintiff to act in the manner hereinabove alleged in reliance thereon. Plaintiff, at the time
19 these failures to disclose and suppressions of facts occurred, and at the time Plaintiff took the
20 actions herein alleged, was ignorant of the existence of the facts which defendant suppressed and
21 failed to disclose. If Plaintiff had been aware of the existence of the facts not disclosed by
22 defendant, Plaintiff would not have, as he did, agree to provide the Vessel or any monies toward
23 the purported venture involving The Yacht Club, LLC.

24 34. As a result of such fraud by way of suppression of material fact, Plaintiff has been
25 damaged in a sum according to proof.

26 **FIFTH CLAIM – Fraud By Promise Without Intention to Perform**

27 **(Against All Defendant Except *In Rem* Defendant)**

28 **(C.C. Section 1710(4))**

35. Plaintiff incorporates by reference each and every allegation contained in Paragraphs 1 through 12, 13 through 19, 41 through 43, and 28 through 30, and 32 through 34 as though fully set forth herein.

36. In and before February of 2007, Defendant Blair promised that he would oversee the marketing and management of defendant Vessel, and that there was no "downside" in his plan, when in fact Defendant Blair neither intended to perform on his promise of marketing or managing the Vessel for the benefit of Plaintiff. At the time defendant Blair made the promises to Plaintiff, defendant had no intention of performing it and was in fact financially incapable of performing. The promise was made by defendant with the intent to induce Plaintiff and perhaps others to loan hundreds of thousands of dollars to Defendant Blair and/or Defendant The Yacht Club, LLC for the ostensible and understood purpose of marketing and refurbishing the defendant Vessel, while Defendant Blair's actual intent was to overstate the marketing refurbishment costs and divert monies earmarked for such marketing refurbishment for his own uses and purposes.

37. Plaintiff, at the time these promises were made and at the time Plaintiff took the actions herein alleged, was ignorant of Defendant Blair's secret intention not to perform, and Plaintiff could not have in the exercise of reasonable diligence discovered defendant Blair's secret intention. In reliance on the promises of Defendant Blair, Plaintiff attempted to transfer the Vessel and in fact transferred substantial funds for the purpose of marketing and refurbishment of the defendant Vessel. If Plaintiff had known of the actual intention of Defendant Blair, Plaintiff would not have taken such action. Defendant Blair has failed to perform on his promise to oversee the marketing and refurbishment of the Vessel, and to operate The Yacht Club, LLC in a lawful and responsible manner.

38. As a result of such fraud by way of promise without intention to perform, Plaintiff has been damaged in a sum according to proof.

SIXTH CLAIM – BREACH OF FIDUCIARY DUTY

(Against Defendant BLAIR)

39. Plaintiff incorporates by reference each and every allegation contained in Paragraphs 1 through 12, 13 through 19, 41 through 43, and 28 through 30, 32 through 34, and 36 through 38 as

1 though fully set forth herein.

2 40. Defendant Blair is or at relevant times was an officer or director of The Yacht Club, LLC.
 3 Defendant Blair failed in and abrogated his fiduciary duties to, among other things: (a) maintain
 4 proper corporate records, including accountings of monies received for the benefit of the
 5 company's sole asset; (b) failure to maintain the company in good and active status with the
 6 Nevada Secretary of State; (c) failure to provide to shareholders (including Plaintiff) a reasonable,
 7 accurate and legally proper accounting; (d) failure to maintain proper and legitimate bank
 8 account(s) and associated records for the corporation; (e) conduct shareholder and director
 9 meetings as required by statute and the Bylaws; (f) reasonably protect and preserve corporate
 10 assets; (g) abstain from appropriation of monies intended for and rightfully belonging to the
 11 corporation; and (h) abstain from diversion of monies that were properly corporate funds and assets
 12 for personal use.

13 41. In acting as hereinabove described, Defendant Blair did not exercise the care required of
 14 directors.

15 42. As a result of such breaches of fiduciary duties, Plaintiff has been damaged in a sum
 16 according to proof.

17 SEVENTH CLAIM - CONVERSION

18 (Against All Defendants)

19 43. Plaintiff incorporates by reference each and every allegation contained in Paragraphs 1
 20 through 12, 13 through 19, 41 through 43, and 28 through 30, 32 through 34, 36 through 38, and 40
 21 through 42 as though fully set forth herein.

22 44. In or before February 2007, Defendant Blair falsely and fraudulently represented to
 23 Plaintiff: (a) that the Vessel would be managed and operated as a fractional ownership Vessel
 24 through The Yacht Club, LLC. ; and, (b) that there was no risk because of his extensive experience.

25 45. These representations were in fact false and defendant Blair knew of its falsity. The true
 26 facts were: (1) that Defendant Blair was financially incapable of performing as promised; (2) that
 27 he illegally encumbered the Vessel through a loan(s) from Defendant Singleton and possibly others
 28 to pay for operating and slip costs; (3) that he diverted monies intended for reconstruction to his

own uses; and (4) that Defendant Blair intended to take the Vessel to Mexico without consent or authority and/or sell the Vessel to a third-party; and (5) that Defendant Blair never kept Plaintiff informed as to the status of The Yacht Club, LLC. or the Vessel.

46. Plaintiff justifiably relied on defendant's representations and was thereby induced to assent by signing a Bill of Sale transferring title to the Vessel to The Yacht Club, Inc. and allowing Defendant Blair to take physical possession of the Vessel.

47. Recently, Plaintiff became aware that Peter Blair intended to take the vessel from San Diego, CA, to Mexico without consent. On December 20, 2007, Plaintiff and his counsel lawfully boarded the Vessel with the intent of taking it to Marina del Rey in order to prevent the Vessel from being taken to Mexico. After boarding the Vessel, it was discovered the keys to the Vessel were missing. Plaintiff then called Defendant Peter Blair by telephone and advised him of his intention to take the vessel to Marina del Rey and asked for the keys to the Vessel. Defendant Peter Blair refused to provide the keys. Instead, Defendant Peter Blair called the San Diego Harbor Police and claimed Plaintiff was "stealing" the Vessel. The San Diego Harbor Police were dispatched to the Vessel and Plaintiff and his counsel were questioned.

48. Defendant Blair's acts alleged above were, on information and belief, willful, wanton, malicious, and oppressive, were undertaken with the intent to defraud, and justify the awarding of exemplary and punitive damages, additional to other damages in a minimum amount to be determined according to proof.

49. Defendant Blair, and possibly others, on information and belief, conspired to, convert all or a portion of Plaintiff's interest in the defendant Vessel by utilizing The Yacht Club, LLC as a pass-through entity, all without the knowledge, authority or permission of Plaintiff.

**EIGHTH CLAIM - AGENT'S WRONGFUL APPROPRIATION
OF PROPERTY OF PRINCIPAL
(Against Defendant BLAIR)**

50. Plaintiff incorporates by reference each and every allegation contained in Paragraphs 1 through 12, 13 through 19, 41 through 43, and 28 through 30, 32 through 34, 36 through 38, 40 through 42 and 44 through 49 as though fully set forth herein.

1 51. Defendant Blair was and is an officer or director of Defendant The Yacht Club, LLC, and
2 he was legally subject to orders of said defendant corporation.

3 52. From the beginning of the formation of The Yacht Club, LLC, Defendant Blair, acting as
4 the agent of defendant The Yacht Club, LLC, for his own benefit and acting within the course and
5 scope of his authority from said defendant corporation, requested and received monies from
6 Plaintiff with the understanding the monies would be used to pay for vessel marketing and costs.

7 53. As a result of such wrongful appropriation of property of a principal, Plaintiff has been
8 damaged in a sum according to proof.

9 **NINTH CLAIM - BREACH OF CONTRACT**

10 **(Against Defendant BLAIR)**

11 54. Plaintiff incorporates by reference each and every allegation contained in Paragraphs 1
12 through 12, 13 through 19, 41 through 43, and 28 through 30, 32 through 34, 36 through 38, 40
13 through 42, 44 through 49, and 51 through 53 as though fully set forth herein.

14 55. Prior to February 2007, Defendant Blair offered: (1) to take all actions necessary to have
15 the Vessel fitted and marketed as a fractional ownership Vessel for the benefit of Plaintiff; (2) to
16 form defendant The Yacht Club, LLC for the purpose of owning and managing the Vessel and the
17 purpose of assuring the marketing and refurbishment work was accomplished in a businesslike and
18 competent manner, including the maintenance of all business records and documents necessary to
19 track and substantiate the monies utilized in the project.

20 56. Plaintiff accepted Defendant Blair's above offer.

21 57. Defendant Blair breached this agreement, among other ways, by: (1) failing in whole to
22 market the Vessel for purposes of fractional ownership; (2) failing to accomplish any of the goals
23 contemplated by the agreement concerning the Vessel and The Yacht Club, LLC; (3) attempting to
24 personally profit from the use/sale of the Vessel to the detriment of Plaintiff ; (4) attempting to
25 unlawfully take title to the Vessel from Plaintiff; and (5) providing incomplete, false and
26 misleading documents in an attempt to provide an "accounting," so as to "explain" how Plaintiff's
27 contribution to The Yacht Club, LLC was utilized.

28 58. As a direct and proximate result of said breaches, Plaintiff has been damaged in a sum or

1 sums according to proof.

2 PRAYER

3 WHEREFORE, Plaintiff prays for Judgment as follows:

4 1. That process be issued against the defendant Vessel *in rem* and against all persons
5 having or claiming any interest in her, citing them to interpose their claims herein, and that Plaintiff
6 have judgment exonerating the Vessel of any and all such claims and of any liens which might be
7 claimed, and establishing the sole ownership of Plaintiff; and

8 2. That the Bill of Sale and related documents executed by Plaintiff in or before and after
9 February 2007 with regard to the Vessel and The Yacht Club LLC, be declared void *ab initio*
10 and/or *nunc pro tunc*; and

11 3. For damages in a sum of not less than \$250,000, according to proof; and

12 4. For interest at the legal rate on the foregoing sum pursuant to Section 3336 of the Civil
13 Code;

14 5. For the penalty prescribed by Corporations Code Section 2200; and

15 6. For damages for time and money properly expended in pursuit of converted property;
16 and

17 7. For costs of suit, including *custodia legis* expenses; and

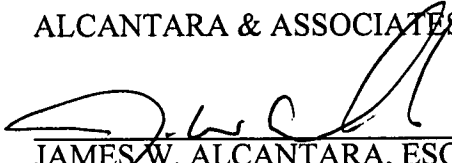
18 8. For attorneys' fees; and

19 9. For punitive damages in a sum sufficient to deter and punish Defendant Blair for his
20 unlawful, reckless, fraudulent and otherwise outrageous conduct; and

21 11. For such other and further relief as the Court may deem just and proper.

22 RESPECTFULLY SUBMITTED this 3rd day of January 2008.

23
24 ALCANTARA & ASSOCIATES, APC

25
26 
27 JAMES W. ALCANTARA, ESQ.
28 Attorney for Plaintiff Gregory A. Strasburg,
Trustee of the Gregory A. Strasburg Revocable
Trust dated 4/8/2003

JS 44 (Rev. 11/04)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

GREGORY A. STRASBURG, Individually and as Trustee of the
GREGORY A. STRASBURG REVOCABLE TRUST dated 4/8/03

(b) County of Residence of First Listed Plaintiff Los Angeles
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

James W. Alcantara, Esq., ALCANTARA & ASSOCIATES, APC
402 W. Broadway, Suite 1170, San Diego, CA 92101; (619) 233-5900

DEFENDANTS

M/Y JUST A NOTION, in rem; Peter Blair, in personam; Jim
Singleton, in personam; and The Yacht Club, LLC, a Nevada Corp.

County of Residence of First Listed Defendant, San Diego
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE
LAND INVOLVED.

Attorneys (If Known) BY Kurt DEPUTY

FILED
2008 JAN 3 PM 3:40
U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
'08 CV 0021 JLS BLM

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☒ 3 Federal Question (U.S. Government Not a Party)
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input checked="" type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/ Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition		

V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from another district (specify)
☐ 6 Multidistrict Litigation
☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing. (Do not cite jurisdictional statutes unless diversity).
 F.R.C.P. Supplemental Rules for Certain Admiralty and Maritime Claims, Rules C and D
 Brief description of cause:
 Petitory Action re Vessel and Action for Damages

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23
 DEMAND \$250,000 plus
 CHECK YES only if demanded in complaint:
 JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

01/03/2008

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # 146101

AMOUNT \$350

1/31/08

APPLYING IFP

JUDGE

MAG. JUDGE

ORIGINAL

**UNITED STATES
DISTRICT COURT**
SOUTHERN DISTRICT OF CALIFORNIA
SAN DIEGO DIVISION

146101 - BH

January 03, 2008
15:38:59

Civ Fil Non-Pris

USAO #: 08CV0021 CIVIL FILING

Judge.: JANIS L. SANMARTINO

Amount.: \$350.00 CK

Check#: BC# 4131

Total-> \$350.00

FROM: CIVIL FILING
STRASBURG V. M/Y JUST A NOTION